less invalid when the property in the goods does not pass until payment of the price. *American Express Co.* v. *Iowa*, 196 U. S. 133. That the same person is agent both in affecting the contract and in delivering is immaterial. *In re Spain*, 47 Fed. 208.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — COMMENT ON CANDIDATE FOR PUBLIC OFFICE. — A published an article in his newspaper derogatory to the character of B, a candidate for election to public office. B sued A for libel. *Held*, that the occasion is conditionally privileged. *Coleman* v. *MacLennan*, 98 Pac. 281 (Kan.). See NOTES, p. 445.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — INFORMATION SUPPLIED BY COMMERCIAL AGENCY. — The defendant company, a commercial agency, made a report to one of its clients, as to the plaintiff's financial condition. The report was not true, the agent of the defendant having maliciously falsified information which he supplied and on which the report was based, so as to injure the plaintiff. *Held*, that the plaintiff may recover. *Fitzsimons* v. *Duncan & Kemp Co.*, L. R. [1908] Ir. 483.

This decision is not inconsistent with the American rule. For a discussion of the principles involved, see 22 HARV. L. REV. 62.

LIFE ESTATES — PERSONALTY TO FOLLOW LIMITATIONS OF REALTY. — Certain chattels were given to be "used, held and enjoyed" by the person for the time being entitled to a certain mansion-house; but title to them was not to vest in a tenant in tail until majority, although such tenant was to have the "use and benefit" of them until that time. A tenant in tail attained majority, but died before coming into possession of the realty. *Held*, that the chattels go to his legal representative. *In re Lord Chesham's Trusts*, 25 T. L. R. 213 (Eng., Ch., Jan. 12, 1909). See NOTES, p. 441.

LIS PENDENS — APPLICATION TO NEGOTIABLE PAPER. — Coupon bonds containing recitals that they were issued by order of a county court in virtue of a statute were purchased by A, *bona fide* and for value. The bonds were in fact issued in excess of the amount authorized. In a suit on the coupons the state court denied recovery. B bought the bonds from A for value and without notice of the institution of this suit. B sued on the bonds in the federal court. *Held*, that he recover. *County of Presidio* v. *Noel-Young Bond & Stock Co.*, 29 Sup. Ct. Rep. 237.

A person who acquires an interest in property involved in litigation takes subject to the final judgment or decree, even though he pays value and has no notice of such suit. *Murray* v. *Ballou*, 1 Johns. Ch. (N. Y.) 566. The grounds of judicial necessity on which this rule is based yield to considerations of public policy in favor of the free operations of commerce. See *Leitch* v. *Wells*, 48 N. Y. 585; 20 HARV. L. REV. 488. Hence the above rule of *lis pendens* does not apply to negotiable paper purchased before maturity. *Winston* v. *Westfeldt*, 22 Ala. 760. Municipal or county coupon bonds fall within this exception. *County of Warren* v. *Marcy*, 97 U. S. 96. And it is immaterial whether the bonds were issued before or after the commencement of the litigation. *Durant* v. *Iowa County*, 1 Woolw. (U. S.) 69; *Carroll County* v. *Smith*, 111 U. S. 556. But notice of the suit renders a purchaser of the bonds subject to its outcome. *Scotland County* v. *Hill*, 112 U. S. 183. Hence, as the court here holds, the former judgment in the suit on the coupons should not preclude recovery. Furthermore, a corporation, by recitals in its bonds that they were issued in accordance with statutory authority, is estopped to deny their validity as against a *bona fide* purchaser. *Evansville* v. *Dennett*, 161 U. S. 434.

NEW TRIAL — DOCTRINE OF THE LAW OF THE CASE. — After the Court of Appeals of the District of Columbia had remanded the case to the Supreme Court of the district for a new trial, the United States Supreme Court made a

decision in another case inconsistent with the rulings of the Court of Appeals The lower court, instead of following the rulings of the intermediate court, adopted the rule laid down by the highest court. *Held*, on second appeal to the intermediate court, that this is error. *District of Columbia* v. *Brewer*, 37 Wash. L. Rep. 65 (D. C., Ct. App., Jan. 5, 1909). See NOTES, p. 438.

POLICE POWER — NATURE AND EXTENT — CONFLICT BETWEEN STATE AND FEDERAL POLICE POWER. — Under a federal statute the defendants were indicted for introducing liquor upon Indian land. The land was held by Indians in severalty as citizens of the United States, under a preliminary patent, but the federal government retained the legal title as trustee. *Held*, that the offense charged is solely within the police jurisdiction of the state government. *United States* v. *Sutton*, 165 Fed. 253 (Dist. Ct., E. D. Wash.).

Although the police power is usually exclusively exercised by the state government, the federal government may exercise this power as incidental to its protection of those interests over which it has control. *United States* v. *Camfield*, 167 U. S. 518. See *United States* v. *Dewitt*, 9 Wall. (U. S.) 41. From the separation of the two governments, however, it does not follow that the paramount sovereignty of the one excludes any police regulation by the other of the same subject matter. Thus police regulation by a state in excluding diseased cattle, and again in forbidding the running of freight trains on Sunday, has been upheld, although the effect of such legislation upon interstate commerce is apparent. *Missouri, Kansas & Texas Ry.* v. *Haber*, 169 U. S. 613; *Hennington* v. *Georgia*, 163 U. S. 299. In the similar problem of conflicting state and federal jurisdiction presented in the main case, it is conceivable that federal police regulation for the protection of the land might properly affect the inhabitants thereof. But inasmuch as the statute under which the defendants were indicted was solely a police regulation of the Indian inhabitants, the result reached is sound. *Matter of Heff*, 197 U. S. 488. But see *United States* v. *Mullin*, 71 Fed. 682.

POWERS — EXTINGUISHMENT OF POWER APPENDANT BY CONVEYANCE IN FEE BEFORE APPOINTMENT. — By a marriage settlement land was conveyed to a trustee to hold and pay the rents to a life tenant, and on her death to convey to the appointees or those taking in default. The settlement gave a general power of appointment by will to the life tenant, and the property, in default of appointment, to her heirs and assigns, and provided that on her death the trusts should cease and determine and that the appointees hold in fee simple absolute. The life tenant conveyed a fee to the defendant's grantor and subsequently appointed by will to the plaintiff. *Held*, that the life tenant takes an equitable fee by the Rule in Shelley's Case; that the power is consequently a power appendant and is therefore extinguished by the conveyance in fee. *McFall* v. *Kirkpatrick*, 86 N. E. 139 (Ill.). See NOTES, p. 444.

SURETYSHIP — CO-SURETIES — RIGHTS OF SURETY SIGNING NOTE AT REQUEST OF PRIOR SURETY. — The plaintiff and the defendant were sureties upon a promissory note for the sum of $10,000. A transferee of the note obtained a judgment against the plaintiff for $9,076.36, which the plaintiff paid. He then brought this action to recover the amount so paid. The first cause of action stated that the defendant, after signing as surety, requested the plaintiff so to sign, and that the plaintiff did so sign only at such request; the second, that the defendant assured the plaintiff that he would not, and should not, be subjected to any loss by reason of his signing. The defendant demurred to both causes of action. *Held*, that the demurrers should be sustained. *Chappell* v. *John*, 99 Pac. 44 (Colo.).

The right of one co-surety against another is limited to contribution for whatever sum he has paid in excess of his share. *Deering* v. *Winchelsea*, 2 B. & P. 270. As between themselves, each is a principal to the extent of his share of the joint and several debt, and the other is as to such share a surety. See